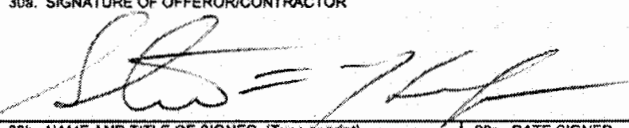
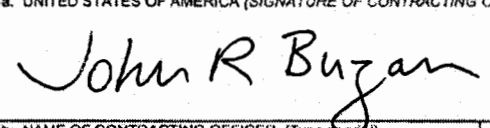


SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30					1. REQUISITION NUMBER		PAGE 1 OF 4				
2. CONTRACT NO. FA8771-06-A-0303		3. AWARD/EFFECTIVE DATE 05 JAN 2006		4. ORDER NUMBER		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE			
7. FOR SOLICITATION INFORMATION CALL:		a. NAME		b. TELEPHONE NUMBER (No collect calls)		8. OFFER DUE DATE/ LOCAL TIME					
9. ISSUED BY HQ OSSG/KA CODE FA8771  DEPARTMENT OF THE AIR FORCE HQ OSSG/KA 490 EAST MOORE DR., SUITE 270 MAFB - GUNTER ANNEX AL 36114-3000 RICHARD L. ASHLEY 334-416-1796 Richard.Ashley@Gunter.AF.Mil				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input checked="" type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING N 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		12. DISCOUNT TERMS N			
15. DELIVER TO CODE SEE SF1449 Continuation				16. ADMINISTERED BY CODE FA8771 HQ OP & SUSTAINMENT SYSTEMS GROUP ACQUISITION & COMMODITIES DIV (KA) 490 EAST MOORE DRIVE SUITE 270 MAFB-GUNTER ANNEX AL 36114  SCD: C PAS: (NONE)							
17a. CONTRACTOR/ OFFEROR CODE 07FD4 FACILITY CODE PATRIOT TECHNOLOGIES INC 5108 PEGASUS CT, SUITE F FREDERICK MD 21704-8326  TELEPHONE NO. (888) 417-9899				18a. PAYMENT WILL BE MADE BY CODE F67100 DFAS-LIMESTONE (F67100) DFAS-BAASD/CC P.O.BOX 369020 COLUMBUS OH 43236-9024							
<input checked="" type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM							
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
		See SF1449 Continuation (Attach Additional Sheets as Necessary)									
25. ACCOUNTING AND APPROPRIATION DATA						25. TOTAL AWARD AMOUNT (For Govt. Use Only) \$0.00					
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.											
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.											
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.						29. AWARD OF CONTRACT: REF. OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE CONTINUATION.					
30a. SIGNATURE OF OFFEROR/CONTRACTOR 						31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 					
30b. NAME AND TITLE OF SIGNER (Type or print) Steve Koefe, Sr. Vice Pres.				30c. DATE SIGNED 11/4/06		31b. NAME OF CONTRACTING OFFICER (Type or print) JOHN R. BUZAN				31c. DATE SIGNED 5 Jan 2006	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED											
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						32c. DATE					
32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE											
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE						32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE					
32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE											
33. SHIP NUMBER		34. VOUCHER NUMBER		35. AMT VERIFIED CORRECT FOR		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER			
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL											
38. S/R ACCT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY							
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT						42a. RECEIVED BY (Print)					
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER						42b. RECEIVED AT (Location)					
						42c. DATE REC'D (YY/MM/DD)					
						42d. TOTAL CONTAINERS					

**1. DFARS 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (Sep 2005)**

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

☒ 52.203-03 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

☒ 252.225-7021 Trade Agreements (Jun 2005) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

☒ 252.226-7001 Utilization Of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (Sep 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).

☒ 252.243-7002 Requests for Equitable Adjustment (Mar 1998) (10 U.S.C. 2410).

☒ 252.247-7023 Transportation of Supplies by Sea (May 2002) (10 U.S.C. 2631).

☒ 252.247-7023 Transportation of Supplies by Sea (May 2002) - Alternate III (May 2002) (10 U.S.C. 2631).

☒ 252.247-7024 Notification of Transportation of Supplies by Sea (Mar 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (Apr 2003) (10 U.S.C. 2533a).

252.237-7019 Training for Contractor Personnel Interacting with Detainees (Sep 2005) (Section 1092 of Pub. L. 108-375).

252.247-7023 Transportation of Supplies by Sea (May 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (Mar 2000) (10 U.S.C. 2631).

**2. DFARS 252.232-7009 MANDATORY PAYMENT BY GOVERNMENTWIDE COMMERCIAL PURCHASE CARD (Jul 2000)**

The Contractor agrees to accept the Governmentwide commercial purchase card as the method of payment for orders or calls valued at or below \$2,500 under this contract or agreement.

**3. DFARS 252.232-7010 LEVIES ON CONTRACT PAYMENTS (Sep 2005)**

(a) 26 U.S.C. 6331(h) authorizes the Internal Revenue Service (IRS) to continuously levy up to 100 percent of contract payments, up to the amount of tax debt.

(b) When a levy is imposed on a payment under this contract and the levy will jeopardize contract performance, the Contractor shall promptly notify the Procuring Contracting Officer and provide—

(1) The total dollar amount of the levy;

(2) A statement that the levy will jeopardize contract performance, including rationale and adequate supporting documentation; and

(3) Advice as to whether the inability to perform may adversely affect national security, including rationale and adequate supporting documentation.

(c) DoD shall promptly review the Contractor's assessment and provide a notification to the Contractor including—

(1) A statement as to whether DoD agrees that the levy jeopardizes contract performance; and

(2) If the levy jeopardizes contract performance and the lack of performance will adversely affect national security, the total amount of the monies collected that should be returned to the Contractor; or

(3) If the levy jeopardizes contract performance but will not impact national security, a recommendation that the Contractor promptly notify the IRS to attempt to resolve the tax situation.

(d) Any DoD determination under this clause is not subject to appeal under the Contract Disputes Act.

DOCUMENT	PGS	DATE	TITLE
EXHIBIT A	12		SF 1449 CONTINUATION - PATRIOT TECHNOLOGIES, INC. ESA BPA FA8771-06-A-0303
ATTACHMENT 1	4	13 DEC 2005	ATTACHMENT 1 - PRODUCT AND PRICE LIST
ATTACHMENT 2	5		ATTACHMENT 2 - SOFTWARE SUPPORT & LICENSE AGREEMENT
ATTACHMENT 3	2		ATTACHMENT 3 - REPORT OF SALES FORMAT (AF ESA)
ATTACHMENT 4	4		ATTACHMENT 4 - FEES AND PAYMENTS (AF ESA)
ATTACHMENT 5	3		ATTACHMENT 5 - MAINTENANCE AND SUPPORT AGREEMENT
ATTACHMENT 6	3		ATTACHMENT 6 - FY06 ACT FEE TRANSMITTAL LETTER FORMATS

**Blanket Purchase Agreement  
DoD Enterprise Software Agreement (ESA)**

In the spirit of the Federal Acquisition Streamlining Act, the Department of Defense (DoD) and *Patriot Technologies, Inc.* enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Service Administration (GSA) Federal Supply Schedule Contract [GS-35F-4363D](#).

Federal Supply Schedule Contract Blanket Purchase Agreements (BPA) reduce contracting and open market costs such as: search for sources, the development of technical documents, solicitations, and the evaluation of bids and offers.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the Government that works better and costs less.

The Enterprise Software Initiative (ESI) is a joint DoD project to develop and implement a DoD enterprise process. This BPA is issued in the spirit of the policy and guidelines provided in the Defense Federal Acquisition Regulation Supplement (DFARS) Section 208.74.

Attachments to this agreement are:

- a. Attachment 1 – Product and Price List
- b. Attachment 2 – License Agreement
- c. Attachment 3 – Report of Sales Format
- d. Attachment 4 – Fees and Payments
- e. Attachment 5 – Maintenance and Support Agreement
- f. **Attachment 6 – ACT Fee Transmittal Letters**

**A. TERMS AND CONDITIONS**

1. Pursuant to General Services Administration (GSA) Federal Supply Services (FSS) Contract Number [GS-35F-4363D](#), *Patriot Technologies, Inc.* agrees to the following terms of a Blanket Purchase Agreement (BPA) with the **Operations and Sustainment Systems Group (OSSG)**. All orders for *Securify Products* placed against this BPA are subject to the terms and conditions of the FSS Contract. The items on this BPA are set forth in Attachment 1. License terms and conditions applicable to products acquired under this BPA are defined in the *Securify* License Agreement included as Attachment 2. The Order of Precedence for resolving any inconsistency between the Commercial License and the GSA contract terms shall be as specified in the GSA contract's Commercial Item clause, FAR 52.212-4, and the provisions of FAR 52.212-4 specified in FAR 12.302, as required by Federal law, shall prevail over any terms of the commercial license.

2. **Extent of Obligation.** The Government estimates, but does not guarantee, that the volume of purchases through this agreement will be **\$34,000,000**. The Government is obligated only to the extent of authorized purchases actually made under this BPA.

3. **Funds Obligation.** The BPA does not obligate any funds. Funds will be obligated on each delivery order.

4. **BPA Term.** The BPA expires 4 Sep 2007, or five years from the date of this BPA's execution, if extended by option exercise (see BPA Option). The BPA will be reviewed annually to ensure that it still represents a "best value". The parties reserve the right to discontinue this BPA at any time with 60 days notice within the provision of the referenced GSA Schedule.

**BPA Option.** The Government may extend the term of this BPA from 5 Sep 2007 to five years from the date of this BPA's execution by written notice to the Contractor prior to the end of the BPA Term, provided that the Contractor's GSA FSS Schedule has been extended. If the Government exercises this option, the extended BPA shall be considered to include this option provision.

5. **Pricing Terms.** Attachment 1 provides unit prices. Prices shall not escalate, and Attachment 1 is not subject to upward adjustment during the term of the BPA. The prices will be reviewed annually, or as required to determine whether a reduction is appropriate in accordance with the price reduction provisions of the agreement. A 2.0% Acquisition, Contracting, and Technical (ACT) Fee shall be included in the prices. The contractor shall be responsible for the payment of all fees that are included in the product pricing (i.e. GSA, ACT), as calculated on the customer orders, in accordance with Attachment 4. Patriot will provide pricing to include the IFF fee in the individual part# price, but will separate out the ACT fee as an independent line item on each order.

**Discount Terms and Conditions.** *Patriot will offer increased volume discounts per transaction on the Securify products for all order placed against this contract vehicle. The four (4) pricing levels are as follows:*

*Level 1: Total sale valued from \$0 - \$250k*

*Level 2: Total sale valued from \$251k - \$750k (at level 1 pricing)*

*Level 3: Total sale valued from \$751k - \$1.5M (at level 1 pricing)*

*Level 4: Total sale valued over \$1.5M (at level 1 pricing)*

7. **Out-Year Prices.** *No separate T&C's for out year pricing, volume discounts based on individual orders.*

8. **Price Reduction.**

8.1 **Most Favored Customer Prices.** The prices *for the Securify product*, under this BPA, are at least as low as the prices that *Patriot has for this product* under any other contract instrument under like terms and conditions. If at any time the prices under any other contract

instrument become lower than the prices in this BPA, this BPA will be modified to include the lower prices.

**8.2 SmartBUY Transition.** OMB has recently announced the SmartBUY initiative to maximize cost savings and achieve best quality when acquiring software. The General Services Administration (GSA) is the designated Executive Agent for SmartBUY. The initiative will establish software enterprise licensing on a government-wide basis. If during the term of this ESA, *Securify / Patriot* and its resellers enter into a government-wide agreement with the GSA under the SmartBUY Initiative, which includes pricing for the specific products or services under similar terms and conditions as those licensed by the DoD, neither *Securify / Patriot* or its resellers will preclude the DoD from licensing products or purchasing services under a SmartBUY agreement.

**9. License Agreement.** *Please reference Attachment 2 for Securify License Agreement*

**9.1 Functionality Replacement and Extended Support.** If the form, fit, or functionality contained in any licensed products acquired hereunder is substantially reduced or if the product is replaced, and/or (the contractor), provides this same or substantially similar functionality as a separate or renamed product, then the DoD is entitled to license such software at no additional licenses or maintenance fees. However, throughout the term of this agreement, the contractor will provide support services for a period of one year. *Note – 1 year support is mandatory with the purchase of new licenses.*

**9.2 Rights of Survivorship of the Agreement.** This Agreement shall survive unto *Patriot Technologies, Inc / Securify*. its Successor, rights and assigns. The software and agreement terms and conditions as covered under this agreement shall survive this agreement notwithstanding the acquisition or merger of *Patriot Technologies, Inc / Securify* by or with another entity. Any software name changes, re-packing or merger of similar products that carry forward the same or similar function of the software shall be supported with updates, upgrades and new releases under this agreement at no additional cost.

**9.3 Audits.** In lieu of any audit provisions in the license agreement, Licensee may perform an internal audit and will use its best efforts to keep full and accurate accounts that may be used to properly ascertain and verify numbers of licenses in use. Licensee may permit *Patriot Technologies, Inc. / Securify* to have access to Licensee records and computer systems and the right to audit such systems to insure software use is in accordance with its license terms. All vendor personnel must have appropriate security clearances to gain access to Licensee site or data.

**10. Media.** *Securify Software is shipped on a CD (Hard Copy) to the end user.*

**11. Support and Maintenance.**

**11.1. Support and Maintenance.** Please reference Attachment 5 for Securify's Support and Maintenance agreement.

12. **Professional Services.** Securify Professional Services are available to ensure the successful integration of SecurVantage technology into customer architecture. Primary focus is to assist customers in establishing and refining SecurVantage policies, configuration of SecurVantage features, and presentation of a methodical approach to obtaining and analyzing SecurVantage data.

13. **On-Site Training.** Securify Professional Services training is available to assist customers in gaining the knowledge to effectively utilize SecurVantage technology. Securify offers both formal classroom training and interactive CD-Rom based CBT methods of learning. SecurVantage lessons are offered in a modular format allowing customers the flexibility of focusing on the features implemented in their architecture.

14. **Technology Improvement.** The Government may solicit and the BPA holder is encouraged to propose independently, technology improvements to the BPA. Proposals shall be submitted by the BPA holder and include a description of the products and/or services, an electronic copy of the pricing tables, technical literature that describes the products and/or services, and evidence of inclusion on GSA schedule. Discounts shall be at the same or greater discount level as the original BPA product prices.

15. **Substitution and Technology Refreshment.** If at any time during the life of this BPA, the original manufacturer of the equipment (includes software, hardware and firmware) schedules the products for discontinuation, improvement and/or replacement, the BPA holder shall provide a proposal to include the new or revised products on the BPA under the appropriate line items. Proposed prices for new or revised products shall be constructed in accordance with paragraph 8 of this BPA for most favored prices. Discounts shall be at the same or greater discount level as the original BPA product prices. Proposals shall be submitted to the Contracting Officer within seven (7) days of the BPA holder's awareness of the OEM's intent. Improvement of product includes new releases, updates, upgrades including additional features and functionality, and successor or upgrade products.

## **B. AUTHORIZED USERS AND POINTS OF CONTACT**

1. **Authorized Users.** The BPA is open for ordering by all Department of Defense (DoD) Components. For the purposes of this agreement, a DoD component is defined as: the Office of the Secretary of Defense (OSD), the Military Departments, the Chairman of the Joint Chiefs of Staff, the Combatant Commands, the Inspector General of the Department of Defense (DoD IG), the Defense Agencies, the DoD Field Activities, the U. S. Coast Guard, and the Intelligence Community. This BPA is also open to DoD Contractors authorized to order in accordance with the FAR Part 51.

2. **BPA Points of Contact:** ([Enter POC information](#))



**a. Contracting Office:**

Contract Specialist:  
HQ Operations & Sustainment Systems Group  
KABS ESI Software Team  
501 E Moore Dr Bldg 884 Rm 1422  
Gunter Annex MAFB AL 36114

POC: Richard Ashley  
Phone: 334-416-4198  
Fax: 334-416-5571  
Email: Richard.Ashley@Gunter.AF.Mil

Procuring Contracting Officer (PCO):  
HQ Operations & Sustainment Systems Group  
KABS ESI Software Team  
501 E. Moore Dr Bldg 884 Rm 1418  
Gunter Annex MAFB AL 36114

PCO: Maurice Griffin  
Phone: 334-416-6099  
Fax: 334-416-5571  
Email: Maurice.Griffin@Gunter.AF.Mil

**b. Software Product Manager (SPM):**

IA Software Product Manager (SPM):  
HQ Operations & Sustainment Systems Group  
KABS ESI Software Team  
501 E Moore Dr Bldg 884 Rm 1414  
Gunter Annex MAFB AL 36114

IA SPM: Duane D. Haughton  
Phone: 334-416-4917  
Fax: 334-416-5571  
Email: Duane.Haughton@Gunter.AF.Mil

or Air Force SPM:  
HQ Operations & Sustainment Systems Group  
KABS ESI Software Team  
501 E. Moore Dr Bldg 884 Rm 1400F  
Gunter Annex MAFB AL 36114

AF SPM: Susan F. Kirkland  
Phone: 334-416-4169  
Fax: 334-416-5571  
Email: Susan.Kirkland@Gunter.AF.Mil

**c. Business Office:**

HQ Operations & Sustainment Systems Group  
KAU Financial Management  
501 E Moore Dr Bldg 884 Rm 1169  
Gunter Annex MAFB AL 36114

POC: Ken Scott  
Phone: 334-416-1003

**c. Customer Point of Contact:** (To be specified on each order.)

**C. ORDERING**

1. DFARS Section 208.74 directs DoD software buyers and requiring officials to check the DoD ESI website for DoD inventory or an ESA before using another method of acquisition. These steps for the buyer are summarized from the DFARS:

- a. Check the Enterprise Agreement Summary Table to determine if software rights or maintenance have already been purchased and are available from DoD inventory. If they are available, purchase the designated software from DoD inventory and reimburse the SPM.
- b. If the required software rights or maintenance are not available from inventory or from an ESA, you may use an alternate method of acquisition, subject to laws and policy.
- c. If the required software rights or maintenance are not available from inventory but are available from an ESA, you must follow the procedure in the DFARS Section 208.74.
- d. If you must obtain the software or software maintenance outside the DoD ESA, you may seek a waiver from a management official designated by your DoD Component.

This BPA will be posted to the DoD ESI website as part of the ESI program. The web site can be viewed at <http://www.esi.mil/main.asp>.

2. **Delivery Orders.** The scope of this effort is worldwide. Delivery requirements and administration will be stipulated on Delivery Orders.

**Notice to Ordering Offices:** When ordering services, ordering offices are responsible for compliance with GSA's Ordering Procedures for Services and DFARS 208.404-70.

- a. *Example 1:* Ordering via this BPA is decentralized. Orders are prepared by a Government Ordering Officer (a duly warranted Contracting Officer whose warrant authorizes purchases from the GSA Schedule), in accordance with the terms and conditions of this BPA and the GSA Schedule. Orders may be placed by EDI, credit card, facsimile, on an authorized form such as a Standard Form (SF) 1449 or Department of Defense (DD) Form 1155.

*Example 2:* All requirements shall be submitted to the following ordering office:

*Patriot Technologies  
5108 Pegasus Ct., Suite F  
Frederick, MD 21704  
301.695.7500  
301.695.4711 - FAX*

Only the completed Ordering Sheet and MIPR (DD Form 448) are required to place an enterprise license order. No other ordering document (e.g. DD1155, SF1449) is needed. The MIPR amount must equal the total amount of Enterprise Licenses being ordered.

The MIPR will be accepted on a reimbursable basis, not a direct cite basis. You will be billed at the end of the month the MIPR is accepted. **MIPRs, Block 7, must be**

addressed (but not sent) to the following addressee: (*Enter Address and Fax number*).

**3. Users' Ordering Guide.** The Contractor shall develop a Users' Ordering Guide in coordination with the Government that will be posted to the Contractor web site and various Government sites. The Ordering Guide shall be submitted to the SPM and PCO within thirty (30) days of BPA issuance and made available on the Contractor's home page upon written approval. This guide shall be continuously updated as required. The guide shall contain all information necessary for geographically dispersed activities to place orders, including, as a minimum:

- a. URL where a complete list of products available, with appropriate contract line item numbers (CLINs) and associated prices can be found
- b. Government and Contractor Points of Contact
- c. Description of the ordering process
- d. Program Terms and Conditions
- e. License Terms and Conditions
- f. Information necessary to complete a DD350 (such as CAGE, DUNS, TIN, Business Size, etc.)
- g. Range of discounts
- h. Links to DoD ESI and the Government web sites

**4. E-Commerce Site.** It is the intention of the Government to use existing and future capability of the DoD Standard Procurement System, Electronic Data Interchange (EDI) capability, Government procurement card, and vendor electronic ordering capability to create a paper-less ordering, invoicing and payment process. During the term of the BPA, the Contractor shall participate to achieve this objective.

- a. On-line ordering can also be accomplished at various agencies' websites, such as ITEC Direct, the Navy's World Wide Web accessible shopping and order processing tool and can be viewed at <http://www.itec-direct.navy.mil>
- b. The Contractor shall provide EC/EDI capabilities and accept and respond to secure on-line orders and customer requests consistent with the terms of this acquisition vehicle.
- c. The Contractor shall adapt its business processes, at no additional cost to the government, as the DoD Virtual Information Technology Marketplace (VITM) and ITEC Direct technical requirements, environment and architecture evolve. The VITM may be reached via the web site [www.vitm.gov](http://www.vitm.gov).

This BPA may also be loaded into the electronic catalog systems of other DoD agencies.

**5. Delivery Schedule.** Securify deploys its SecurVantage product as an appliance. Appliances will ship within 30 days of receipt and acceptance of a valid order.

6. **Delivery Notice.** Unless otherwise agreed to, all deliveries ordered under this BPA must be accompanied by a delivery notice, ticket or sales slips that must contain at a minimum the following information:

- a. Name of Contractor
- b. GSA Contract Number
- c. BPA Number
- d. Product Description/Model numbers
- e. Delivery order number
- f. Date of purchase
- g. Quantity, unit price and extension of each item (unit prices need not be shown when incompatible with the use of automated systems; provided that the invoice is itemized to show the information)
- h. Date of shipment

7. **Suspension.** There may be occasions where the Government may suspend ordering (by CLIN up to and including the entire BPA.) If a suspension is announced, the Contractor shall adhere to this suspension by not accepting/processing delivery orders for the suspended item(s).

#### D. INVOICING AND PAYMENT

1. **Invoicing.** The requirements of a proper invoice are as specified below as required by FAR 52.212-4 in the Federal Supply Schedule contract. Full text of this clause can be found on the web at URL: <http://farsite.hill.af.mil/>. The contractor shall submit an original invoice and three copies (*or electronic invoice, if authorized*), to the address specified on the delivery orders issued against the BPA. An invoice must include:

- a. Name and address of the Contractor
- b. Invoice date
- c. Contract number, contract line item number and, if applicable, the order number
- d. Description, quantity, unit of measure, unit price and extended price of the items delivered
- e. Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading
- f. Terms of any prompt payment discount offered
- g. Name and address of official to whom payment is to be sent
- h. Name, title, and phone number of the person to be notified in event of defective invoice

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125. Prompt Payment Contractors are encouraged to assign an identification number to each invoice.

Commercial interim payment for software maintenance is authorized

**2. Fast Payment Procedure.** The provisions of FAR 52.213-1 FAST PAYMENT PROCEDURE (*FEB 1998*) are incorporated in this BPA by reference and pertain to Credit Card purchases or other applicable order deliveries. Fast Payment procedures may be used when the conditions of FAR 13.402 are met and the delivery order authorizes Fast Payment. Full text of this clause can be found on the web at URL: <http://farsite.hill.af.mil/>.

**3. Precedence.** The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of the BPA and the Contractor's invoice, the provisions of the BPA will take precedence.

## **E. BPA MANAGEMENT AND OVERSIGHT**

1. The Contractor must provide centralized administration, in the form of a Program Manager, in support of all work performed under this BPA. The Program Manager, at a minimum, is required to participate in periodic program management reviews (which may require travel to a Government named site). Additional functions would include customer service, periodic program management reviews, invoicing, payment and submission of monthly and quarterly reports.

**2. Report of Sales.** Consistent with Clause C.22 of the GSA Schedule, a Report of Sales as described herein shall accompany the remittance of the ACT Fees to enable verification of the fee amounts rendered. Submission of the Report of Sales shall be submitted to the SPM and the PCO in electronic format within fifteen (15) days following the completion of the monthly reporting period, or as otherwise requested by the SPM. The report shall be submitted in the standard format shown in Attachment 3. Negative reports are required. The SPM or PCO shall provide written approval of each report. At the end of each calendar quarter, the written approval provided to the contractor will be accompanied by a request to remit ACT fees. The SPM or PCO will provide copies of the Report of Sales on a quarterly basis to the DoD Components participating in fee sharing. If the BPA contains services, current ACT fee paid by Delivery Order and total ACT fees paid will be included in the report. (*Note: Any unique reporting requirements associated with WCF orders should be discussed here*).

**3. Universal Standard Products and Services Code.** The Universal Standard Products and Services Code (UNSPSC) is a required field of the Report of Sales found in Attachment 3. The UNSPSC code permits software asset management through a standard coding structure. The UNSPSC is a coding system used to classify both products and services for use throughout the global marketplace. The management and development of the UNSPSC Code is coordinated by ECCMA, the Electronic Commerce Code Management Association. The current version consists of more than 16,000 terms and is available free as a download at <http://www.unspsc.org>.

**4. Records.** The Contractor shall maintain archival copies of all orders for the life of the BPA. Copies shall be made available to the Government upon request.

5. **Program Management Reviews (PMR).** The Contractor shall participate in regular reviews of the progress of the BPA. Reviews shall be held at least twice yearly as scheduled by the Software Product Manager. During these reviews the Contractor shall report on among other things, status of BPA sales, marketing and any outstanding issues concerning the BPA. PMR agenda and presentation format shall be provided prior to each PMR. Travel expenses are the responsibility of the contractor.

6. **Sales Leakage.** The goals of the ESI Program can only be realized through cooperation between the Government and the Contractor to direct appropriate sales through the ESI vehicles. The Contractor shall ensure that all sales personnel are aware of the ESI Program and enforce the policy that this BPA is the preferred procurement vehicle for the products within. The Contractor shall also establish a process to regularly audit sales to Government buyers, determine where sales outside the ESI vehicle are occurring, and take appropriate action to direct further sales through the ESI vehicle. Results of these audits will be presented as an agenda item during PMRs.

7. **Marketing.** The Contractor shall dedicate reasonable resources to this effort and work to market and advertise this agreement. Desired actions include: advertising resultant vehicles on the contractor's Internet site and advertising the agreement at relevant trade shows, participation in DoD Component sponsored events and news media geared to Government/DoD IT people.

8. **Virtual IT Marketplace.** ESI and GSA have partnered to create the Virtual IT Marketplace (VITM). The VITM interfaces with GSA Advantage and provides ESI agreement product information to the DoD customer. The Contractor shall follow GSA procedures for electronic loading of ESI contract information to the VITM and will be responsible to ensure that the VITM data is maintained in a current status. The VITM may be accessed at [www.VITM.gov](http://www.VITM.gov).

9. **Enterprise Integration Toolkit.** The Enterprise Integration Toolkit is a program developed by the Assistant Deputy Under Secretary of Defense (L&MR) Logistics Systems Management (LSM) to assist DoD Program Managers, Contracting Officers and members of the Integrated Project Team (IPT) in the acquisition and implementation of Commercial Off The Shelf (COTS) Business Systems software.

The Toolkit provides guidance, processes and tools to define program needs and determine how to best meet these needs through an external acquisition via a three-tiered Roadmap to guide the entire life-cycle from problem definition to solution roll-out. It provides a collection of best practice tools adopted from the commercial industry, and includes more than 100 best practice templates, guides, checklists, and samples.

Because the Toolkit is not vendor specific and may be applied across a variety of COTS software package implementations, including this BPA, the Contractor, shall be familiar with the Toolkit and include as part of the Marketing effort required above, a description of the Toolkit for their customers, and a link to the Enterprise Toolkit web site at: <http://www.eitoolkit.com/>.

**F. Standards.**

1. **YEAR 2000 Compliance.** All products provided under this BPA shall be Y2K compliant as defined in FAR 39.002.

2. **JTA Compliance.** All products offered shall comply with the appropriate Publicly Available Standards (PAS) (e.g., TIA, EIA, ANSI, IEEE, ISO) and the applicable DoD information technology standards contained in the Joint Technical Architecture (JTA). More information on this standard can be found at <http://jta.disa.mil>.

3. **Section 508 of the Rehabilitation Act Compliance.** All products provided under this BPA must meet the applicable accessibility standards at 36 CFR Part 1194 as required by FAR Case 1999-607. General information regarding the Section 508 Act can be found at the web site [www.section508.gov](http://www.section508.gov). The Contractor's Section 508 compliancy information can be found at ([enter web site](#)).

4. **National Security Telecommunications and Information Systems Security Policy Number 11.** Products must satisfy requirements of National Security Telecommunications and Information Systems Security Policy Number 11 either prior to purchase or as a condition of purchase.

52.204-2 -- Security Requirements (Aug. 1996)

252.201-7000 -- Contracting Officers Representative (Dec 1991)

252.204-7000 -- Disclosure of Information (Dec 1991)

252.204-7004 -- Required Central Contractor Registration (Mar 2000)

252.209-7001 Disclosure of Ownership or Control by the Government of a Terrorist Country (SEP 2004)

252.209-7004 -- Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country (Mar 1998)

252.225-7020 Trade Agreements Certificate (JAN 2005)

(c ) *Certification and identification of country of origin.*

(1) For all line items subject to the Trade Agreements clause of this solicitation, the offeror certifies that each end product to be delivered under this contract, except those listed in paragraph (c )(2) of this provision, is a U.S.-made, qualifying country, or designated country end product.

(2) The following supplies are other nondesignated country end products:

(Line Item Number)

(Country of Origin)

(End of provision)

252.227-7015 -- Technical Data -- Commercial Items (Nov 1995)

252.227-7037 -- Validation of Restrictive Markings on Technical Data (Sep  
1999)

252.246-7000 -- Material Inspection and Receiving Report (Dec 1991)



**ATTACHMENT 1 - SECURIFY PRODUCT AND PRICE LIST**

Part Number	Extended Description	US List Price	GSA Resale Including IFF	Level 1 - % Discount from GSA Price	ESI BPA COST - Level 1 (Includes IFF)	ACT FEE	ESI BPA COST - Level 1 (Includes IFF & ACT)	SIN #
SVS-ST-LIC	SecureVantage Studio	\$ 24,525.00	\$ 23,102.86	4.0%	\$ 22,178.74	\$ 443.57	\$ 22,622.32	132-33
SVS-ST-SUP	SecureVantage Studio Annual Support and Maintenance	\$ 4,905.00	\$ 4,620.57	4.0%	\$ 4,435.75	\$ 88.71	\$ 4,524.46	132-34
SVA-SE-LIC	SecurVantage Monitor SE	\$ 64,500.00	\$ 55,946.53	4.0%	\$ 53,708.66	\$ 1,074.17	\$ 54,782.84	132-8
SVA-SE-SUP	1 year Maintenance and Support SecurVantage Monitor SE	\$ 12,900.00	\$ 12,072.67	4.0%	\$ 11,589.76	\$ 231.80	\$ 11,821.56	132-12
SVA-MP-LIC	Monitor	\$ 36,000.00	\$ 33,310.37	4.0%	\$ 31,977.95	\$ 639.56	\$ 32,617.51	132-8
SVA-MP-SUP	Monitor 1 year support for Monitor	\$ 7,300.00	\$ 6,754.60	4.0%	\$ 6,484.42	\$ 129.69	\$ 6,614.11	132-12
SVA-LE-LIC	LE 10-150 mb/s Monitor	\$ 24,650.00	\$ 22,808.35	4.0%	\$ 21,896.02	\$ 437.92	\$ 22,333.94	132-8
SVA-LE-SUP	1 year Maintenance and Support SecurVantage Monitor LE	\$ 4,930.00	\$ 4,613.82	4.0%	\$ 4,429.27	\$ 88.59	\$ 4,517.85	132-12
SVA-LE50-LIC	SecurVantage Monitor LE-50	\$ 15,500.00	\$ 13,444.51	4.0%	\$ 12,906.73	\$ 258.13	\$ 13,164.87	132-8
SVA-LE50-SUP	1 year Maintenance and Support SecurVantage Monitor LE-50	\$ 3,100.00	\$ 2,901.18	4.0%	\$ 2,785.14	\$ 55.70	\$ 2,840.84	132-12
SVA-EM-LIC	Enterprise (up to 25 Monitors)	\$ 58,000.00	\$ 53,666.70	4.0%	\$ 51,520.04	\$ 1,030.40	\$ 52,550.44	132-8
SVA-EM-SUP	Enterprise 1 year support for Enterprise (up to 25 Monitors)	\$ 11,600.00	\$ 10,733.34	4.0%	\$ 10,304.01	\$ 206.08	\$ 10,510.09	132-12
SVA-ES-LIC	SecurVantage Enterprise Manager SE	\$ 99,000.00	\$ 85,871.41	4.0%	\$ 82,436.56	\$ 1,648.73	\$ 84,085.29	132-8
SVA-ES-SUP	1 year Maintenance and Support SecurVantage Enterprise Manager SE	\$ 19,800.00	\$ 18,530.15	4.0%	\$ 17,788.94	\$ 355.78	\$ 18,144.72	132-12
SVA-EG-LIC	SecurVantage Enterprise Global	\$ 74,400.00	\$ 64,533.67	4.0%	\$ 61,952.32	\$ 1,239.05	\$ 63,191.37	132-8
SVA-EG-SUP	1 year Maintenance and Support SecurVantage Enterprise Global	\$ 14,880.00	\$ 13,925.69	4.0%	\$ 13,368.66	\$ 267.37	\$ 13,636.03	132-12
SVA-ER-LIC	SecurVantage Enterprise Reporting SE	\$ 74,500.00	\$ 64,620.41	4.0%	\$ 62,035.59	\$ 1,240.71	\$ 63,276.30	132-8
SVA-BR SUP	1 year Maintenance and Support SecurVantage Enterprise Reporting SE	\$ 14,900.00	\$ 13,944.40	4.0%	\$ 13,386.63	\$ 267.73	\$ 13,654.36	132-12
SVA-SP-MON	Starter Pack for Monitor	\$ 67,803.00	\$ 58,811.51	4.0%	\$ 56,459.05	\$ 1,129.18	\$ 57,588.23	132-8
SVA-SP-LE	Starter Pack for Monitor LE	\$ 56,783.00	\$ 49,252.89	4.0%	\$ 47,282.78	\$ 945.66	\$ 48,228.43	132-8
SBPS-NMSS-SPSE	Negative Model Subscription Service (per monitor SE)	\$ 5,160.00	\$ 4,475.72	4.0%	\$ 4,296.69	\$ 85.93	\$ 4,382.63	132-12
SBPS-NMSS-SPMON	Negative Model Subscription Service (per monitor)	\$ 2,920.00	\$ 2,532.77	4.0%	\$ 2,431.46	\$ 48.63	\$ 2,480.09	132-12
SBPS-NMSS-SPLE	Negative Model Subscription Service (per monitor LE)	\$ 1,972.00	\$ 1,710.49	4.0%	\$ 1,642.07	\$ 32.84	\$ 1,674.91	132-12
SBPS-NMSS-SPLE0-50	Negative Model Subscription Service (per monitor LE50)	\$ 1,240.00	\$ 1,075.56	4.0%	\$ 1,032.54	\$ 20.65	\$ 1,053.19	132-12
HOURLY CERTIFIED SECURITY CONSULTANT	Patriot Hourly Professional Services, Information Security Certified Security Consultant	\$ 250.00	\$ 219.13	4.0%	\$ 210.37	\$ 4.21	\$ 214.57	132-51
HOURLY ENG SVC-GSA	Patriot Hourly Professional Services, Information Security Engineer	\$ 155.00	\$ 135.86	4.0%	\$ 130.43	\$ 2.61	\$ 133.04	132-51
HOURLY SPEC SVC-GSA	Patriot Hourly Professional Services, Information Security Specialist	\$ 134.00	\$ 117.45	4.0%	\$ 112.76	\$ 2.26	\$ 115.01	132-51
HOURLY SR ENG SVC-G	Patriot Hourly Professional Services, Information Security Senior Engineer	\$ 200.00	\$ 175.31	4.0%	\$ 168.29	\$ 3.37	\$ 171.66	132-51
HOURLY SR SECURITY CONSULTANT	Patriot Hourly Professional Services, Information Security Senior Security Consultant	\$ 300.00	\$ 262.96	4.0%	\$ 252.44	\$ 5.05	\$ 257.49	132-51
<b>PRICING STRUCTURE</b>								
Level 1	Total sale valued from \$0 - \$250							
Level 2	Total sale valued from \$251 - \$750k (at level 1 pricing)							
Level 3	Total sale valued from \$751 - \$1.5M (at level 1 pricing)							
Level 4	Total sale valued over \$1.5M (at level 1 pricing)							

**ATTACHMENT 1 - SECURIFY PRODUCT AND PRICE LIST**

<b>Part Number</b>	<b>Extended Description</b>	<b>US List Price</b>	<b>GSA Resale Including IFF</b>	<b>Level 2 - % Discount from GSA Price</b>	<b>ESI BPA COST - Level 2 (Includes IFF)</b>	<b>ACT FEE</b>	<b>ESI BPA COST - Level 2 (Includes IFF &amp; ACT)</b>	<b>SIN #</b>
SVS-ST-LIC	SecureVantage Studio	\$ 24,525.00	\$ 23,102.86	15.1%	\$ 19,620.00	\$ 392.40	\$ 20,012.40	132-33
SVS-ST-SUP	SecureVantage Studio Annual Support and Maintenance	\$ 4,905.00	\$ 4,620.57	4.5%	\$ 4,414.50	\$ 88.29	\$ 4,502.79	132-34
SVA-SE-LIC	SecurVantage Monitor SE	\$ 64,500.00	\$ 55,946.53	7.8%	\$ 51,600.00	\$ 1,032.00	\$ 52,632.00	132-8
SVA-SE-SUP	1 year Maintenance and Support SecurVantage Monitor SE	\$ 12,900.00	\$ 12,072.67	4.0%	\$ 11,589.76	\$ 231.80	\$ 11,821.56	132-12
SVA-MP-LIC	Monitor	\$ 36,000.00	\$ 33,310.37	13.5%	\$ 28,800.00	\$ 576.00	\$ 29,376.00	132-8
SVA-MP-SUP	Monitor 1 year support for Monitor	\$ 7,300.00	\$ 6,754.60	4.0%	\$ 6,484.42	\$ 129.69	\$ 6,614.11	132-12
SVA-LE-LIC	LE 10-150 mb/s Monitor	\$ 24,650.00	\$ 22,808.35	13.5%	\$ 19,720.00	\$ 394.40	\$ 20,114.40	132-8
SVA-LE-SUP	1 year Maintenance and Support SecurVantage Monitor LE	\$ 4,930.00	\$ 4,613.82	4.0%	\$ 4,429.27	\$ 88.59	\$ 4,517.85	132-12
SVA-LE50-LIC	SecurVantage Monitor LE-50	\$ 15,500.00	\$ 13,444.51	7.8%	\$ 12,400.00	\$ 248.00	\$ 12,648.00	132-8
SVA-LE50-SUP	1 year Maintenance and Support SecurVantage Monitor LE-50	\$ 3,100.00	\$ 2,901.18	4.0%	\$ 2,785.14	\$ 55.70	\$ 2,840.84	132-12
SVA-EM-LIC	Enterprise (up to 25 Monitors)	\$ 58,000.00	\$ 53,666.70	13.5%	\$ 46,400.00	\$ 928.00	\$ 47,328.00	132-8
SVA-EM-SUP	Enterprise 1 year support for Enterprise (up to 25 Monitors)	\$ 11,600.00	\$ 10,733.34	4.0%	\$ 10,304.01	\$ 206.08	\$ 10,510.09	132-12
SVA-ES-LIC	SecurVantage Enterprise Manager SE	\$ 99,000.00	\$ 85,871.41	7.8%	\$ 79,200.00	\$ 1,584.00	\$ 80,784.00	132-8
SVA-ES-SUP	1 year Maintenance and Support SecurVantage Enterprise Manager SE	\$ 19,800.00	\$ 18,530.15	4.0%	\$ 17,788.94	\$ 355.78	\$ 18,144.72	132-12
SVA-EG-LIC	SecurVantage Enterprise Global	\$ 74,400.00	\$ 64,533.67	7.8%	\$ 59,520.00	\$ 1,190.40	\$ 60,710.40	132-8
SVA-EG-SUP	1 year Maintenance and Support SecurVantage Enterprise Global	\$ 14,880.00	\$ 13,925.69	4.0%	\$ 13,368.66	\$ 267.37	\$ 13,636.03	132-12
SVA-ER-LIC	SecurVantage Enterprise Reporting SE	\$ 74,500.00	\$ 64,620.41	7.8%	\$ 59,600.00	\$ 1,192.00	\$ 60,792.00	132-8
SVA-BR SUP	1 year Maintenance and Support SecurVantage Enterprise Reporting SE	\$ 14,900.00	\$ 13,944.40	4.0%	\$ 13,386.63	\$ 267.73	\$ 13,654.36	132-12
SVA-SP-MON	Starter Pack for Monitor	\$ 67,803.00	\$ 58,811.51	7.8%	\$ 54,242.40	\$ 1,084.85	\$ 55,327.25	132-8
SVA-SP-LE	Starter Pack for Monitor LE	\$ 56,783.00	\$ 49,252.89	7.8%	\$ 45,426.40	\$ 908.53	\$ 46,334.93	132-8
SBPS-NMSS-SPSE	Negative Model Subscription Service (per monitor SE)	\$ 5,160.00	\$ 4,475.72	7.8%	\$ 4,128.00	\$ 82.56	\$ 4,210.56	132-12
SBPS-NMSS-SPMON	Negative Model Subscription Service (per monitor)	\$ 2,920.00	\$ 2,532.77	7.8%	\$ 2,336.00	\$ 46.72	\$ 2,382.72	132-12
SBPS-NMSS-SPLE	Negative Model Subscription Service (per monitor LE)	\$ 1,972.00	\$ 1,710.49	7.8%	\$ 1,577.60	\$ 31.55	\$ 1,609.15	132-12
SBPS-NMSS-SPLE0-50	Negative Model Subscription Service (per monitor LE50)	\$ 1,240.00	\$ 1,075.56	7.8%	\$ 992.00	\$ 19.84	\$ 1,011.84	132-12
HOURLY CERTIFIED SECURITY CONSULTANT	Patriot Hourly Professional Services, Information Security Certified Security Consultant	\$ 250.00	\$ 219.13	6.0%	\$ 205.98	\$ 4.12	\$ 210.10	132-51
HOURLY ENG SVC-GSA	Patriot Hourly Professional Services, Information Security Engineer	\$ 155.00	\$ 135.86	6.0%	\$ 127.71	\$ 2.55	\$ 130.26	132-51
HOURLY SPEC SVC-GSA	Patriot Hourly Professional Services, Information Security Specialist	\$ 134.00	\$ 117.45	6.0%	\$ 110.41	\$ 2.21	\$ 112.62	132-51
HOURLY SR ENG SVC-G	Patriot Hourly Professional Services, Information Security Senior Engineer	\$ 200.00	\$ 175.31	6.0%	\$ 164.79	\$ 3.30	\$ 168.08	132-51
HOURLY SR SECURITY CONSULTANT	Patriot Hourly Professional Services, Information Security Senior Security Consultant	\$ 300.00	\$ 262.96	6.0%	\$ 247.18	\$ 4.94	\$ 252.12	132-51
<b>PRICING STRUCTURE</b>								
<b>Level 1</b>	<b>Total sale valued from \$0 - \$250</b>							
<b>Level 2</b>	<b>Total sale valued from \$251 - \$750k (at level 1 pricing)</b>							
<b>Level 3</b>	<b>Total sale valued from \$751 - \$1.5M (at level 1 pricing)</b>							
<b>Level 4</b>	<b>Total sale valued over \$1.5M (at level 1 pricing)</b>							

**ATTACHMENT 1 - SECURIFY PRODUCT AND PRICE LIST**

<b>Part Number</b>	<b>Extended Description</b>	<b>US List Price</b>	<b>GSA Resale Including IFF</b>	<b>Level 3 - % Discount from GSA Price</b>	<b>ESI BPA COST - Level 3 (Includes IFF)</b>	<b>ACT FEE</b>	<b>ESI BPA COST - Level 3 (Includes IFF &amp; ACT)</b>	<b>SIN #</b>
SVS-ST-LIC	SecureVantage Studio	\$ 24,525.00	\$ 23,102.86	20%	\$ 18,393.75	\$ 367.88	\$ 18,761.63	132-33
SVS-ST-SUP	SecureVantage Studio Annual Support and Maintenance	\$ 4,905.00	\$ 4,620.57	7%	\$ 4,316.40	\$ 86.33	\$ 4,402.73	132-34
SVA-SE-LIC	SecurVantage Monitor SE	\$ 64,500.00	\$ 55,946.53	14%	\$ 48,375.00	\$ 967.50	\$ 49,342.50	132-8
SVA-SE-SUP	1 year Maintenance and Support SecurVantage Monitor SE	\$ 12,900.00	\$ 12,072.67	6%	\$ 11,352.00	\$ 227.04	\$ 11,579.04	132-12
SVA-MP-LIC	Monitor	\$ 36,000.00	\$ 33,310.37	19%	\$ 27,000.00	\$ 540.00	\$ 27,540.00	132-8
SVA-MP-SUP	Monitor 1 year support for Monitor	\$ 7,300.00	\$ 6,754.60	5%	\$ 6,424.00	\$ 128.48	\$ 6,552.48	132-12
SVA-LE-LIC	LE 10-150 mb/s Monitor	\$ 24,650.00	\$ 22,808.35	19%	\$ 18,487.50	\$ 369.75	\$ 18,857.25	132-8
SVA-LE-SUP	1 year Maintenance and Support SecurVantage Monitor LE	\$ 4,930.00	\$ 4,613.82	6%	\$ 4,338.40	\$ 86.77	\$ 4,425.17	132-12
SVA-LE50-LIC	SecurVantage Monitor LE-50	\$ 15,500.00	\$ 13,444.51	14%	\$ 11,625.00	\$ 232.50	\$ 11,857.50	132-8
SVA-LE50-SUP	1 year Maintenance and Support SecurVantage Monitor LE-50	\$ 3,100.00	\$ 2,901.18	6%	\$ 2,728.00	\$ 54.56	\$ 2,782.56	132-12
SVA-EM-LIC	Enterprise (up to 25 Monitors)	\$ 58,000.00	\$ 53,666.70	19%	\$ 43,500.00	\$ 870.00	\$ 44,370.00	132-8
SVA-EM-SUP	Enterprise 1 year support for Enterprise (up to 25 Monitors)	\$ 11,600.00	\$ 10,733.34	5%	\$ 10,208.00	\$ 204.16	\$ 10,412.16	132-12
SVA-ES-LIC	SecurVantage Enterprise Manager SE	\$ 99,000.00	\$ 85,871.41	14%	\$ 74,250.00	\$ 1,485.00	\$ 75,735.00	132-8
SVA-ES-SUP	1 year Maintenance and Support SecurVantage Enterprise Manager SE	\$ 19,800.00	\$ 18,530.15	6%	\$ 17,424.00	\$ 348.48	\$ 17,772.48	132-12
SVA-EG-LIC	SecurVantage Enterprise Global	\$ 74,400.00	\$ 64,533.67	14%	\$ 55,800.00	\$ 1,116.00	\$ 56,916.00	132-8
SVA-EG-SUP	1 year Maintenance and Support SecurVantage Enterprise Global	\$ 14,880.00	\$ 13,925.69	6%	\$ 13,094.40	\$ 261.89	\$ 13,356.29	132-12
SVA-ER-LIC	SecurVantage Enterprise Reporting SE	\$ 74,500.00	\$ 64,620.41	14%	\$ 55,875.00	\$ 1,117.50	\$ 56,992.50	132-8
SVA-BR SUP	1 year Maintenance and Support SecurVantage Enterprise Reporting SE	\$ 14,900.00	\$ 13,944.40	6%	\$ 13,112.00	\$ 262.24	\$ 13,374.24	132-12
SVA-SP-MON	Starter Pack for Monitor	\$ 67,803.00	\$ 58,811.51	14%	\$ 50,852.25	\$ 1,017.05	\$ 51,869.30	132-8
SVA-SP-LE	Starter Pack for Monitor LE	\$ 56,783.00	\$ 49,252.89	14%	\$ 42,587.25	\$ 851.75	\$ 43,439.00	132-8
SBPS-NMSS-SPSE	Negative Model Subscription Service (per monitor SE)	\$ 5,160.00	\$ 4,475.72	14%	\$ 3,870.00	\$ 77.40	\$ 3,947.40	132-12
SBPS-NMSS-SPMON	Negative Model Subscription Service (per monitor)	\$ 2,920.00	\$ 2,532.77	14%	\$ 2,190.00	\$ 43.80	\$ 2,233.80	132-12
SBPS-NMSS-SPLE	Negative Model Subscription Service (per monitor LE)	\$ 1,972.00	\$ 1,710.49	14%	\$ 1,479.00	\$ 29.58	\$ 1,508.58	132-12
SBPS-NMSS-SPLE0-50	Negative Model Subscription Service (per monitor LE50)	\$ 1,240.00	\$ 1,075.56	14%	\$ 930.00	\$ 18.60	\$ 948.60	132-12
HOURLY CERTIFIED SECURITY CONSULTANT	Patriot Hourly Professional Services, Information Security Certified Security Consultant	\$ 250.00	\$ 219.13	10%	\$ 197.22	\$ 3.94	\$ 201.16	132-51
HOURLY ENG SVC-GSA	Patriot Hourly Professional Services, Information Security Engineer	\$ 155.00	\$ 135.86	10%	\$ 122.28	\$ 2.45	\$ 124.72	132-51
HOURLY SPEC SVC-GSA	Patriot Hourly Professional Services, Information Security Specialist	\$ 134.00	\$ 117.45	10%	\$ 105.71	\$ 2.11	\$ 107.82	132-51
HOURLY SR ENG SVC-G	Patriot Hourly Professional Services, Information Security Senior Engineer	\$ 200.00	\$ 175.31	10%	\$ 157.77	\$ 3.16	\$ 160.93	132-51
HOURLY SR SECURITY CONSULTANT	Patriot Hourly Professional Services, Information Security Senior Security Consultant	\$ 300.00	\$ 262.96	10%	\$ 236.66	\$ 4.73	\$ 241.39	132-51
<b>PRICING STRUCTURE</b>								
<b>Level 1</b>	<b>Total sale valued from \$0 - \$250</b>							
<b>Level 2</b>	<b>Total sale valued from \$251 - \$750k (at level 1 pricing)</b>							
<b>Level 3</b>	<b>Total sale valued from \$751 - \$1.5M (at level 1 pricing)</b>							
<b>Level 4</b>	<b>Total sale valued over \$1.5M (at level 1 pricing)</b>							

**ATTACHMENT 1 - SECURIFY PRODUCT AND PRICE LIST**

<b>Part Number</b>	<b>Extended Description</b>	<b>US List Price</b>	<b>GSA Resale Including IFF</b>	<b>Level 4 - % Discount from GSA Price</b>	<b>ESI BPA COST - Level 4 (Includes IFF)</b>	<b>ACT FEE</b>	<b>ESI BPA COST - Level 4 (Includes IFF &amp; ACT)</b>	<b>SIN #</b>
SVS-ST-LIC	SecureVantage Studio	\$ 24,525.00	\$ 23,102.86	36%	\$ 14,715.00	\$ 294.30	\$ 15,009.30	132-33
SVS-ST-SUP	SecureVantage Studio Annual Support and Maintenance	\$ 4,905.00	\$ 4,620.57	15%	\$ 3,924.00	\$ 78.48	\$ 4,002.48	132-34
SVA-SE-LIC	SecurVantage Monitor SE	\$ 64,500.00	\$ 55,946.53	31%	\$ 38,700.00	\$ 774.00	\$ 39,474.00	132-8
SVA-SE-SUP	1 year Maintenance and Support SecurVantage Monitor SE	\$ 12,900.00	\$ 12,072.67	15%	\$ 10,320.00	\$ 206.40	\$ 10,526.40	132-12
SVA-MP-LIC	Monitor	\$ 36,000.00	\$ 33,310.37	35%	\$ 21,600.00	\$ 432.00	\$ 22,032.00	132-8
SVA-MP-SUP	Monitor 1 year support for Monitor	\$ 7,300.00	\$ 6,754.60	14%	\$ 5,840.00	\$ 116.80	\$ 5,956.80	132-12
SVA-LE-LIC	LE 10-150 mb/s Monitor	\$ 24,650.00	\$ 22,808.35	35%	\$ 14,790.00	\$ 295.80	\$ 15,085.80	132-8
SVA-LE-SUP	1 year Maintenance and Support SecurVantage Monitor LE	\$ 4,930.00	\$ 4,613.82	15%	\$ 3,944.00	\$ 78.88	\$ 4,022.88	132-12
SVA-LE50-LIC	SecurVantage Monitor LE-50	\$ 15,500.00	\$ 13,444.51	31%	\$ 9,300.00	\$ 186.00	\$ 9,486.00	132-8
SVA-LE50-SUP	1 year Maintenance and Support SecurVantage Monitor LE-50	\$ 3,100.00	\$ 2,901.18	15%	\$ 2,480.00	\$ 49.60	\$ 2,529.60	132-12
SVA-EM-LIC	Enterprise (up to 25 Monitors)	\$ 58,000.00	\$ 53,666.70	35%	\$ 34,800.00	\$ 696.00	\$ 35,496.00	132-8
SVA-EM-SUP	Enterprise 1 year support for Enterprise (up to 25 Monitors)	\$ 11,600.00	\$ 10,733.34	14%	\$ 9,280.00	\$ 185.60	\$ 9,465.60	132-12
SVA-ES-LIC	SecurVantage Enterprise Manager SE	\$ 99,000.00	\$ 85,871.41	31%	\$ 59,400.00	\$ 1,188.00	\$ 60,588.00	132-8
SVA-ES-SUP	1 year Maintenance and Support SecurVantage Enterprise Manager SE	\$ 19,800.00	\$ 18,530.15	15%	\$ 15,840.00	\$ 316.80	\$ 16,156.80	132-12
SVA-EG-LIC	SecurVantage Enterprise Global	\$ 74,400.00	\$ 64,533.67	31%	\$ 44,640.00	\$ 892.80	\$ 45,532.80	132-8
SVA-EG-SUP	1 year Maintenance and Support SecurVantage Enterprise Global	\$ 14,880.00	\$ 13,925.69	15%	\$ 11,904.00	\$ 238.08	\$ 12,142.08	132-12
SVA-ER-LIC	SecurVantage Enterprise Reporting SE	\$ 74,500.00	\$ 64,620.41	31%	\$ 44,700.00	\$ 894.00	\$ 45,594.00	132-8
SVA-BR SUP	1 year Maintenance and Support SecurVantage Enterprise Reporting SE	\$ 14,900.00	\$ 13,944.40	15%	\$ 11,920.00	\$ 238.40	\$ 12,158.40	132-12
SVA-SP-MON	Starter Pack for Monitor	\$ 67,803.00	\$ 58,811.51	31%	\$ 40,681.80	\$ 813.64	\$ 41,495.44	132-8
SVA-SP-LE	Starter Pack for Monitor LE	\$ 56,783.00	\$ 49,252.89	31%	\$ 34,069.80	\$ 681.40	\$ 34,751.20	132-8
SBPS-NMSS-SPSE	Negative Model Subscription Service (per monitor SE)	\$ 5,160.00	\$ 4,475.72	31%	\$ 3,096.00	\$ 61.92	\$ 3,157.92	132-12
SBPS-NMSS-SPMON	Negative Model Subscription Service (per monitor)	\$ 2,920.00	\$ 2,532.77	31%	\$ 1,752.00	\$ 35.04	\$ 1,787.04	132-12
SBPS-NMSS-SPLE	Negative Model Subscription Service (per monitor LE)	\$ 1,972.00	\$ 1,710.49	31%	\$ 1,183.20	\$ 23.66	\$ 1,206.86	132-12
SBPS-NMSS-SPLE0-50	Negative Model Subscription Service (per monitor LE50)	\$ 1,240.00	\$ 1,075.56	31%	\$ 744.00	\$ 14.88	\$ 758.88	132-12
HOURLY CERTIFIED SECURITY CONSULTANT	Patriot Hourly Professional Services, Information Security Certified Security Consultant	\$ 250.00	\$ 219.13	15%	\$ 186.26	\$ 3.73	\$ 189.99	132-51
HOURLY ENG SVC-GSA	Patriot Hourly Professional Services, Information Security Engineer	\$ 155.00	\$ 135.86	15%	\$ 115.48	\$ 2.31	\$ 117.79	132-51
HOURLY SPEC SVC-GSA	Patriot Hourly Professional Services, Information Security Specialist	\$ 134.00	\$ 117.45	15%	\$ 99.84	\$ 2.00	\$ 101.83	132-51
HOURLY SR ENG SVC-G	Patriot Hourly Professional Services, Information Security Senior Engineer	\$ 200.00	\$ 175.31	15%	\$ 149.01	\$ 2.98	\$ 151.99	132-51
HOURLY SR SECURITY CONSULTANT	Patriot Hourly Professional Services, Information Security Senior Security Consultant	\$ 300.00	\$ 262.96	15%	\$ 223.51	\$ 4.47	\$ 227.98	132-51
<b>PRICING STRUCTURE</b>								
<b>Level 1</b>	<b>Total sale valued from \$0 - \$250</b>							
<b>Level 2</b>	<b>Total sale valued from \$251 - \$750k (at level 1 pricing)</b>							
<b>Level 3</b>	<b>Total sale valued from \$751 - \$1.5M (at level 1 pricing)</b>							
<b>Level 4</b>	<b>Total sale valued over \$1.5M (at level 1 pricing)</b>							

## **Attachment 2: SECURVANTAGE PRODUCTS STANDARD TERMS AND CONDITIONS**

1. **LICENSE GRANT.** Subject to Customer's compliance with the terms of this Agreement (including without limitation payment of the required fees), Securify grants to Customer a non-exclusive and non-transferable license to use the SecurVantage Software only for Customer's internal business purposes and only for the purposes specified in the SecurVantage Software documentation. Except for SecurVantage Software that is licensed for use on Customer-supplied hardware, Customer may install and use the SecurVantage Software only on the corresponding SecurVantage Appliance with which it is delivered. Customer is permitted to make a reasonable number of copies of the SecurVantage software for backup and archival. Customer's rights in the SecurVantage Software are limited to those expressly granted in this section.

2. **LICENSE RESTRICTIONS.** Customer acknowledges that the SecurVantage Software constitutes and contains trade secrets of Securify and its licensors, and, in order to protect such trade secrets and other interests that Securify and its licensors may have in the SecurVantage Software, Customer agrees not to reverse engineer, decompile or disassemble or otherwise attempt to learn the source code of the SecurVantage Software (or authorize any third party to do any of the foregoing), except and solely to the extent, if any, that applicable local law requires that such activities be permitted. Except as expressly authorized in this Agreement, Customer will not: (a) use, copy, modify or create derivative works based on the SecurVantage Software; (b) distribute, sell, assign, sublicense or otherwise transfer the SecurVantage Software to any third party; or (c) rent, lease, lend, or otherwise provide access to the SecurVantage Software on an ASP or hosted basis. Customer will not disclose to any third party the results of any performance benchmarks for the SecurVantage Software without Securify's prior written consent. If Customer distributes, sells, leases, lends, rents or otherwise transfers a SecurVantage Appliance to a third party, Customer will ensure that it erases all copies of the SecurVantage Software from such SecurVantage Appliance.

3. **PROPRIETARY RIGHTS.** Customer acknowledges that, as between Securify and Customer, Securify owns all rights, title and interest in and to the SecurVantage Software, including all worldwide patent rights, copyrights, trade secrets, know-how and any other intellectual property rights therein. Customer will not delete or in any manner alter the copyright, trademark, and other proprietary rights notices or markings appearing on the SecurVantage Products as delivered to Customer.

4. **GOVERNMENT RIGHTS.** The SecurVantage Software (and its accompanying documentation) are "commercial computer software" and "commercial computer software documentation", as such terms are used in FAR 12.212. Any use, duplication, or disclosure of the SecurVantage Software (and its accompanying documentation) by or on behalf of the U.S Government is subject to restrictions as set forth in this Agreement. Manufacturer is Securify, Inc.

5. **DELIVERY.** Securify will ship the SecurVantage Products Ex-Works (Incoterms 2000), Securify's point of shipment. Unless specified in advance by Customer, Securify will select the carrier in its own discretion. Customer will be responsible for all freight, packing, insurance and other shipping-related expenses subject to prior agreement with AF contracting officer on estimated costs of reimbursement and issuance of a certified funded order that includes those estimated costs. Title to the SecurVantage Appliance (excluding the SecurVantage Software) and risk of loss will pass to Customer upon Securify's delivery of the SecurVantage Products to the carrier.

6. Services. Securify will provide Customer with the Securify Services specified in each SecurVantage Products Order Schedule, subject to Customer's payment of the Total Securify Services Fees specified therein. Customer will pay such Total Securify Services Fees in accordance with the terms of Section 7.

7. PAYMENT. All prices and fees are payable in U.S. dollars, free of any currency controls or other restrictions. Customer will pay Securify the Total Order Schedule Price specified in each SecurVantage Products Order Schedule. Customer will also reimburse Securify for any reasonable and customary out-of-pocket travel, lodging and related expenses incurred by Securify in connection with providing any services under this Agreement subject to prior agreement with AF contracting officer on estimated costs of reimbursement and issuance of a certified funded order for services requiring the travel expenses. All such fees and expenses will be payable within thirty (30) days after the date of Securify's invoice. Customer will promptly pay all taxes and duties of any kind (including but not limited to sales, use and withholding taxes) associated with this Agreement or Customer's receipt or use of the SecurVantage Products and any Securify Services, except for taxes based on Securify's net income. If Securify is required to collect any tax for which Customer is responsible, Customer will pay such tax directly to Securify. If Customer pays any withholding taxes that are required to be paid under applicable law, Customer will furnish Securify with written documentation of all such tax payments, including receipts.

#### 8. LIMITED WARRANTIES.

8.1 Software Warranty. Securify warrants that, for ninety (90) days after the shipment date, the SecurVantage Software will perform in all material respects in accordance with the functional specifications set forth in Securify's standard SecurVantage Products documentation. As Customer's sole and exclusive remedy and Securify's entire liability for any breach of this limited warranty, Securify will at its expense promptly correct the SecurVantage Software so that it conforms to the foregoing warranty. Securify does not warrant that the SecurVantage Software will meet Customer's requirements, that the SecurVantage Software will operate in the combinations that Customer may select for use, that the operation of the SecurVantage Software will be error-free or uninterrupted, or that all SecurVantage Software errors will be corrected.

8.2 Appliance Warranty. Securify warrants that, for twelve (12) months after the shipment date, the SecurVantage Appliance will be free from defects in materials and workmanship under normal use. As Customer's sole and exclusive remedy and Securify's entire liability for any breach of this limited warranty, Securify will at its expense provide the Technical Support Services for the SecurVantage Appliance specified in Schedule A. Replacement SecurVantage Appliances may consist of both new and used components or may have been previously installed and are warranted for the unexpired portion of the original warranty period. Customer must return SecurVantage Appliances in accordance with Securify's then-current Return Material Authorization (RMA) procedure. All SecurVantage Appliances that are replaced become the property of Securify. Securify will not be responsible for Customer's or any third party's software, firmware, information, or data contained in or stored on any SecurVantage Appliances returned to Securify, whether under warranty or not.

9. WARRANTY DISCLAIMERS. THE LIMITED WARRANTIES IN SECTION 8 ARE IN LIEU OF AND SECURIFY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR

IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM SECURIFY OR ELSEWHERE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

9.1. Notwithstanding the above disclaimers, the parties agree that where vendor employees/agents review specific Government requirements and confirm to Government representatives that the their commercial product will perform as specified in the commercial product literature in the specific Government environment or will meet the Government's express performance requirements, then the Government contracting officer for the order pursuant to this blanket purchase agreement and the Securify vendor shall negotiate in good faith for the inclusion of the express performance warranties including the warranty of fitness for a particular purpose made by the vendor's employees/agents and expressly state the negotiated warranty in the subsequent order. In this limited circumstance, the express waivers in paragraph 9 do not apply. Notwithstanding paragraph 12 of this attachment, the government's remedy for violation of a performance warranty described in this paragraph includes vendor technical support necessary for the software to conform to the government's express requirements at the vendor's expense up to the amount of the delivery order.

#### 10. INDEMNIFICATION.

10.1 Infringement Indemnity. Securify will defend or settle any action brought against Customer to the extent that it is based upon a claim that the SecurVantage Product, as provided by Securify to Customer under this Agreement and used within the scope of this Agreement, infringes any U.S. patent or any copyright or misappropriates any trade secret, and will pay any costs, damages and reasonable attorneys' fees attributable to such claim that are awarded in final judgment or are payable in settlement, provided that Customer agrees to cooperate with Securify by providing Securify with access to information (including witnesses) so that Securify can defend the infringement action..

10.2 Injunction. If Customer's use of the SecurVantage Product hereunder is, or in Securify's opinion is likely to be, enjoined due to the type of claim specified in Section 10.1 above, then Securify may, at its sole option and expense: (a) procure for Customer the right to continue using the SecurVantage Product; or (b) replace or modify the SecurVantage Product to avoid the claim, without materially changing the functionality of the enjoined SecurVantage Product. If Securify cannot achieve either option (a) or (b) despite Securify's reasonable efforts, then Securify may: (i) terminate its obligations and Customer's rights hereunder with respect to the SecurVantage Product; and (ii) refund to Customer the unamortized portion of the price paid by Customer for the SecurVantage Product based on a straight-line five (5) year depreciation commencing as of the date of receipt by Customer of such SecurVantage Product.

10.3 Exclusions. Securify will have no liability for any infringement or misappropriation claim of any kind to the extent that it results from: (a) modifications to a SecurVantage Product made by a party other than Securify, if a claim would not have occurred but for such modifications; (b) the combination, operation or use of a SecurVantage Product with equipment, devices, software or data not supplied by Securify, if a claim would not have occurred but for such combination, operation or use; (c) Customer's failure to use an updated or modified SecurVantage Product provided by Securify; or (d) Customer's use of a SecurVantage Product other than in accordance with this Agreement or Securify's standard SecurVantage Products documentation.

10.4 Sole Remedy. THE PROVISIONS OF THIS SECTION 10 SET FORTH



SECURIFY'S SOLE AND EXCLUSIVE OBLIGATIONS, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES, WITH RESPECT TO INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF ANY KIND.

**11. CONFIDENTIALITY.** "**Confidential Information**" means the SecurVantage Software, any business or technical information of either party that is disclosed in writing and is marked "confidential" or proprietary" at the time of disclosure or due to its nature or under the circumstances of its disclosure the receiving party knows or has reason to know should be treated as confidential, and the pricing set forth in this Agreement. Each party will not use the other party's Confidential Information, except as necessary for the performance of this Agreement and will not disclose such Confidential Information, except to those of its employees and subcontractors who need to know such Confidential Information for the performance of this Agreement; provided that each such employee and subcontractor is bound by a written agreement that contains use and nondisclosure restrictions at least as protective of the Confidential Information as those set forth in this Agreement. Each party will employ all reasonable steps to protect the other party's Confidential Information from unauthorized use or disclosure, including, but not limited to, the steps that it takes to protect its own information of similar importance. The restrictions set forth in this Section 11 will not apply to any information that: (a) is or becomes generally known to the public through no fault or breach of this Agreement by the receiving party; (b) is rightfully known by the receiving party at the time of disclosure without an obligation of confidentiality; (c) is independently developed by the receiving party without use of the disclosing party's Confidential Information; or (d) the receiving party rightfully obtains from a third party without restriction on use or disclosure. The restrictions set forth in this Section 11 will not restrict either party from disclosing Confidential Information pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the party required to make such a disclosure gives reasonable notice to the other party to contest such order or requirement.

**12. LIMITATION OF LIABILITY.** SECURIFY'S TOTAL LIABILITY TO CUSTOMER FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY WILL BE LIMITED TO AND WILL NOT EXCEED THE AMOUNTS PAID TO SECURIFY BY CUSTOMER PURSUANT TO THIS AGREEMENT, AND IF SUCH LIABILITY RESULTS FROM CUSTOMER'S USE OF A SECURVANTAGE PRODUCT OR FROM ANY SERVICES PROVIDED BY SECURIFY, SUCH LIABILITY WILL BE LIMITED TO THE ACTUAL AMOUNTS PAID BY CUSTOMER FOR THE SECURVANTAGE PRODUCT OR SERVICES GIVING RISE TO THE LIABILITY. IN NO EVENT WILL SECURIFY BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) OR FOR THE COST OF PROCURING SUBSTITUTE PRODUCTS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR PERFORMANCE OF A SECURVANTAGE PRODUCT OR FROM ANY SERVICES PROVIDED BY SECURIFY HEREUNDER, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SECURIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE PARTIES AGREE THAT THESE LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

**13. TERM AND TERMINATION.** This Agreement will begin on the Effective Date and will remain in effect thereafter unless terminated earlier in accordance with the terms of this Agreement. Each party will have the right to terminate this Agreement if the other party



breaches any material term of this Agreement and fails to cure such breach within thirty (30) days after written notice thereof. Upon termination of this Agreement, each party will promptly return to the other party all copies of any Confidential Information of the other party in its possession or control and provide the other party with an officer's written certification, certifying to the return of all such Confidential Information. Sections 10 through 16 will survive the termination of this Agreement.

14. **GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of the State of California, to the extent that such laws are not inconsistent with federal procurement law. Any legal action or proceeding arising under this Agreement will be brought exclusively in either the Court of Federal Claims or the Armed Services Board of Contract Appeals.

15. **EXPORT CONTROL.** Customer agrees to comply fully with all export laws and regulations of the United States ("**Export Laws**") to ensure that neither the SecurVantage Software nor any technical data related thereto nor any direct product thereof are: (a) exported or re-exported directly or indirectly in violation of Export Laws; or (b) used for any purposes prohibited by the Export Laws, including but not limited to nuclear, chemical, or biological weapons proliferation.

16. **GENERAL.** Customer may not assign this Agreement, or any right or interest hereunder, by operation of law or otherwise, without Securify's express prior written consent. Any attempt to assign this Agreement, without such consent, will be null and of no effect. Subject to the foregoing, this Agreement will bind and inure to the benefit of each party's successors and permitted assigns. Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise. If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect. The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. All notices or approvals required or permitted under this Agreement will be in writing and delivered by confirmed facsimile transmission, by overnight delivery services, or by certified mail, and in each instance will be deemed given upon receipt. All notices or approvals will be sent to the addresses set forth in a SecurVantage Products Order Schedule or to such other address as may be specified by either party to the other in accordance with this Section. Neither party will be responsible for any failure or delay in its performance under this Agreement (except for any payment obligations) due to causes beyond its reasonable control, including, but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy or supplies, war, terrorism, riot, or acts of God. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Agreement constitutes the entire and exclusive agreement between Securify and the Customer concerning its subject matter and supersedes all prior written and oral understandings and agreements between the parties regarding its subject matter. The terms and conditions contained in any Customer purchase order or other ordering document that are inconsistent with or in addition to the terms and conditions of this Agreement are hereby rejected by Securify and will be deemed null and of no effect.

## FA8771-0\_-A-\_\_\_\_\_

[illegible]

FA8771-0\_-A-\_\_\_\_\_

[illegible]

## Fees and Payments

1. **GSA Industrial Funding Fee.** The unit prices include a markup to account for the GSA fee. The contractor shall be responsible for all required filings to GSA and for payment of this fee in accordance with applicable GSA instructions.

2. **Acquisition, Contracting, and Technical (ACT) Fee.** The cost of awarding, administering and managing this BPA is included in the prices charged to ordering activities. The ACT fee is 2%. Remittance of the ACT fee shall be made on a monthly basis (i.e. January, February, March, etc.) or as otherwise requested by the Software Product Manager (SPM) and is due thirty (30) days following approval of the report for the completed reporting period. ACT fees that have not been paid within the prescribed thirty (30) days, shall be considered a debt to the United States Government under the terms of FAR 32.6. The Government may exercise all its rights under the contract, including withholding or setting off payments and interest on the debt (see contract FAR clause 52.232-17, interest). Failure of the Contractor to pay the ACT Fee in a timely manner may result in termination of the BPA.

3. **Fee Distribution.** The Air Force, Army, DLA and Navy are participating in a fee-sharing program ([Add any subsequent agencies who enter into the fee-sharing program](#)). The Contractor shall collect the 2% ACT fee and distribute in accordance with the following procedures. Fee sharing shall be determined by the End User Agency or Service identified in the monthly Report of Sales. This field shall be notated Air Force, Army, DLA, or Navy as appropriate.

*(For a SmartBUY agreement use the following: The Air Force, Army, DLA, Navy and GSA (for SmartBUY Federal government Civilian Agency orders) are participating in an ACT fee-sharing program. For orders within DoD, the 2% ACT fee is split equally between the DoD Component whose customer places the order and the Component that manages the contract. The Contractor shall collect the 2% ACT fee and distribute in accordance with the following procedures. ACT fee sharing shall be determined by the End User Agency or Service identified in the monthly Report of Sales. This field shall be notated Air Force, Army, DLA, Navy, DoD or Non-DoD as appropriate. In the case of SmartBUY orders (Federal Government Civilian Agencies) non-DoD orders and non DoD support contractor orders, excluding the Intelligence Community and non Coast Guard orders or support vendors to same, the 2% ACT fee is split equally between the Agency that manages the contract and GSA SmartBUY Program Management Office.)*

*(Enter Service fee sharing arrangement here. If the vendor is collecting fees under a separate CLIN it should be addressed here. See examples below at 3.1 through 3.4)*

### 3.1 ALL SALES:

The 2% ACT fee is split equally between the DoD Component whose customer places the order and the DoD Component that manages the ESI agreement. In other words, any Air Force order against an ESI agreement managed by the Army results in a 1% portion of the 2% fee being returned to the Air Force acquisition organization (listed under Air Force Sales). The Air Force will retain the entire 2% fee under orders issued

for Air Force activities or those activities that do not collect a fee under the ESI agreements managed by the Air Force. The contractor is responsible for distributing the ACT fee to all applicable Services in accordance with the instructions herein. The amount of ACT Fee due the FMO shall be calculated at 1% for Army sales, 1% for DLA sales, 1% for Navy sales and 2% for all other sales. (For SmartBUY agreements, GSA would receive a 1% ACT fee of non-DoD sales.)

Remit ACT Fee to DFAS Pensacola by corporate or cashier's check made payable to "Treasurer of the United States" notated with the following information:

BPA ([Enter BPA number](#))

ESI-SW Fee Sharing or GSA SmartBUY agreement as appropriate

\*\*\*Checks must be accompanied by a transmittal letter (sample enclosed) that cites the applicable accounting data to ensure proper crediting of the payment.

Mail check and transmittal letter to:  
DFAS-ATDT  
Attn: Remittance  
P.O. Box 173342  
Denver, CO 80217-3342

Mail, fax or email copy of check and letter to:  
HQ OSSG/KAU  
Business Support Branch  
501 East Moore Drive  
MAFB-Gunter Annex, AL 36114-3014  
Fax: (334) 416-7795  
Email: [ITServices.bpa@gunter.af.mil](mailto:ITServices.bpa@gunter.af.mil)

[FedEx, UPS or Other Alternate delivery:](#)  
[DEFENSE FINANCE and](#)  
[ACCOUNTING SERVICE](#)  
[DFAS-DE/ATDT/DEDE](#)  
[6760 East Irvington Place](#)  
[Denver Colorado 80279](#)

### **3.2 ARMY SALES:**

The amount of ACT Fee due the Program Executive Office (PEO) Enterprise Information Systems (EIS) shall be calculated at 1% of all Army sales.

Remit ACT Fee to PEO EIS by corporate or cashier's check made payable to "Treasurer of the United States" notated with the following information:

BPA ([fill in applicable #](#))

SCP Fee Reimbursement

\*\*\*Checks must be accompanied by a transmittal letter (sample enclosed) that cites the applicable accounting data to ensure proper crediting of the payment.

Send check and transmittal letter to:  
Program Executive Office (PEO) Enterprise Information Systems (EIS)  
Assistant Program Manager (APM), Army Small Computer Program  
Attn: SFAE-PS-EI-SCP (Attn: Financial Support Group)  
Fort Monmouth, NJ 07703-5605

Email a copy of the check and letter to: [AMSEL-dsa-scp-CR@mail1.monmouth.army.mil](mailto:AMSEL-dsa-scp-CR@mail1.monmouth.army.mil)

### 3.3 DLA SALES

The amount of ACT Fee due DLA shall be calculated at 1% of all DLA sales.

Remit ACT Fee to the address provided below by corporate or cashier's check made payable to "Treasurer of the United States". No transmittal letter is required with submission of DLA fee checks.

Checks must include the following information to ensure proper crediting of the payment:

BPA *(fill in applicable #)*

DoD *(fill in name of agreement)* Enterprise Software Agreement

Quarterly ACT Fee

Send check to:

Defense Logistics Agency  
DES Acquisition Staff Directorate  
Attn: Connie House, DES-A  
8725 John J. Kingman Road, Room 1145  
Fort Belvoir, VA 22060-6220

Mail a copy of the check to:

Defense Logistics Agency  
Attn: Susan Lizzi, J-654  
8725 John J. Kingman Road  
Fort Belvoir, VA 22060-6221

Or send via email to:

Email: [Susan.Lizzi@dla.mil](mailto:Susan.Lizzi@dla.mil)

### 3.4 NAVY SALES:

The amount of ACT Fee due DFAS Pensacola shall be calculated at 1% of all Navy sales.

Remit ACT Fee to the Financial Management Office (FMO) by corporate or cashier's check made payable to "Treasurer of the United States". No transmittal letter is required with submission of Navy fee checks.

Checks must include the following information to ensure proper crediting of the payment:

BPA *(fill in applicable #)*

DoD *(fill in name of agreement)* Enterprise Software Agreement

ACT Fee

If using overnight or express mail, send check to:

SPAWAR Systems Center Charleston  
Attn: Elizabeth Vonasek  
Norfolk Office  
Code 846.2, Bldg. V53  
9456 Fourth Avenue  
Norfolk, VA 23511-2130

If using regular mail, send

SPAWARSYSCEN Charleston  
Attn: Elizabeth Vonasek  
Norfolk Office  
Code 846.2, Bldg V53  
P.O. Box 1376  
Norfolk, VA 23501-1376

Email a copy of the FMO check to the SPM: [Linda.Greenwade@navy.mil](mailto:Linda.Greenwade@navy.mil)

*(For SmartBUY agreements add the below:*

### **3.5 GSA SALES**

The amount of ACT Fee due GSA shall be calculated at 1% of all Civilian agency sales.

Remit ACT Fee by corporate or cashier's check made payable to "Treasurer of the United States" notated with the following information:

BPA (*Enter BPA number*)

ESI-SW Fee Sharing

\*\*\*Checks must be accompanied by a transmittal letter (sample enclosed) that cites the applicable accounting data to ensure proper crediting of the payment.

Send check and transmittal letter to:

GSA  
P. O. Box 880908  
Dallas, TX 75388-0908

Mail a copy of the check and transmittal letter to:

GSA  
Attn: Pebble Randolph  
SmartBUY Program Management Office  
6354 Walker Lane, Suite 200  
Alexandria, VA 22310)

## Attachment 5 - SUPPORT AND MAINTENANCE TERMS AND CONDITIONS

This Appendix A to the SecurVantage Products Purchase Agreement (the “**Products Purchase Agreement**”) sets forth the terms and conditions pursuant to which Securify provides Support Services (defined in Section 2 below) to Customer for the SecurVantage Software (the “**Support Addendum**”). Capitalized terms not defined herein shall have the same meanings as in the Product Purchase Agreement. In the event of a conflict between the terms and conditions of this Support Addendum and the terms and conditions of the Product Purchase Agreement, the terms and conditions of this Support Addendum will control.

**1. TERM AND FEES.** Except as otherwise set forth in the Products Purchase Agreement, the initial term of this Support Addendum (the “**Initial Term**”) shall be one (1) year, commencing upon the Effective Date of the Products Purchase Agreement. At the end of the Initial Term and of each Renewal Term (defined herein), this Support Addendum shall renew automatically for subsequent one (1) year terms (each, a “**Renewal Term**”), unless terminated by either party as provided herein. This Support Addendum will automatically terminate upon termination of the Products Purchase Agreement. Either party may terminate this Support Addendum at the end of the Initial Term or at the end of any Renewal Term by giving written notice to the other party at least forty-five (45) days prior to the end of such term. The fees for each Renewal Term shall be as specified in Securify’s then-current price list. Customer may reinstate lapsed Support Services by paying all Support Services fees in arrears plus a re-certification fee of 25% the original Support Services fee. Securify reserves the right to modify its Support Services programs, at any time, but only if the modifications apply generally to all customers. If Customer later purchases additional licenses for the SecurVantage Software, Support Services for these additional licenses will begin on the date such licenses are effective. Support Services fees for additional licenses may be prorated to the renewal date of Support Services for the initial licenses.

**2. SUPPORT AND MAINTENANCE.** Subject to the terms and conditions of this Support Addendum, Securify shall provide Customer with the support and maintenance services

specified in Section 5 (“**Support Services**”) for the SecurVantage Software licensed by Customer under the Product Purchase Agreement.

**3. ADDITIONAL SERVICES.** Services relating to the SecurVantage Software (such as on-site assistance, professional services, training services) that are not included in Support Services may be purchased from Securify at Securify’s then-current rates and will be governed by Securify’s then-current terms and conditions for such services.

**4. LIMITATION OF LIABILITY.** SECURIFY’S LIABILITY FOR DAMAGES FROM ANY CAUSE OF ACTION WHATSOEVER RELATING TO SECURIFY’S PROVISION OF SUPPORT SERVICES SHALL BE LIMITED TO THE FEES PAID BY CUSTOMER FOR SUPPORT SERVICES DURING THE MOST RECENT TWELVE (12) MONTH PERIOD. SECURIFY’S LIABILITY SHALL BE FURTHER LIMITED AS PROVIDED IN THE PRODUCTS PURCHASE AGREEMENT.

### **5. SUPPORT AND MAINTENANCE**

Securify will provide the following software support and maintenance services with respect to the SecurVantage Software:

- (A) Securify shall provide Customer with all modifications to the SecurVantage Software designated by Securify as bug fixes, patches, or updates, and updates to the relevant documentation. Securify has no responsibility to provide Customer with modifications or enhancements that Securify



designates as distinct software products, new functionality or for which Securify charges separately (e.g., each Operating System-specific version will be considered a separate product), or that Securify designates as Major Upgrades and for which Securify charges an incremental upgrade license fee.

- (B) Securify shall investigate errors in the SecurVantage Software reported by Customer. If Securify's investigation reveals an error or malfunction in the SecurVantage Software, Securify will use commercially reasonable efforts to either correct the error or to provide a suitable workaround or patch.
- (C) Securify will provide Support Services only for the current release of the SecurVantage Software plus one previous major release, and all minor releases between the two.

#### **CUSTOMER'S OBLIGATIONS:**

- (A) Customer will notify Securify of any problems or errors encountered with respect to the operation or performance of the SecurVantage Software. Customer shall provide Securify with information and assistance as reasonably requested by Securify to enable Securify to reproduce any such problems or errors. Customer will confirm with Securify Technical Support when a problem case is closed.
- (B) Subject to Customer's security requirements, Customer shall provide Securify with access to and use of information and system facilities determined necessary by Securify to provide timely Support Services.
- (C) Customer must (i) follow the "Problem Reporting Guidelines" set forth below, (ii) assign each problem a priority and severity level in accordance with the "Priority and Severity Levels" set forth below, and (iii) include with each problem report all the information set

forth in the "Problem Report Template" set forth below.

#### **6. PROBLEM REPORTING GUIDELINES.**

Support will be provided to Customer by email and telephone as further described below.

- (A) Customer shall report technical and hardware related issues via electronic mail to using the sample template provided below. Customer shall use electronic mail whenever possible to report problems.
- (B) Secondary contact via telephone is available when Customer does not have immediate access to electronic mail or problem urgency is best served via telephone.
- (C) Whenever possible, Customer should include the transcripts and logs with the problem report. Customer shall designate a primary and secondary contact to be authorized support contacts. Accordingly, Securify may limit its telephone support to these authorized support contacts.
- (D) Securify Customer Support Contact Information and Availability:

- Email [support@securify.com](mailto:support@securify.com)

- Telephone

US - 1 888 644 0880

International - 001 408 252 8458

*Monday to Friday 8:00AM to 8:00PM EST*

- Support will be provided with live call pickup and transfer to a Securify Customer Support Engineer for evaluation and resolution efforts.

*Weekends/Holidays/After Hours/Peak Calling Periods*

- Support will be provided with live call pickup and collection of all necessary customer and technical data for submission to the Securify Customer Support case queue. A Securify Customer Support Engineer will respond at the earliest

available opportunity between the hours of 8:00AM and 8:00PM.

## **7. PRIORITY AND SEVERITY LEVELS:**

When reporting a problem, Customer shall indicate its priority and severity levels according to the following definitions:

- P1 Urgent problem:** Case requires the most urgent attention; core operations or business process cannot be accomplished or are at risk.
- P2 Serious problem:** Case needs priority as appropriate to severity of problem.
- P3 Problem:** Case needs attention as appropriate to severity of issue.
- P4 Inquiry:** Customer has question about functionality.
- S1 System Down / Losing Data:** System component is down and critical data is being lost or is at immediate risk of being lost.
- S2 System Down:** System component is down, but a loss of critical data is not yet being experienced.
- S3 System not functioning properly:** Functions are not operating as specified.
- S4 Unexpected result or response:** System does not appear to be returning the expected data, or is returning an unexpected response.
- S5 General Inquiry/Request:** General inquiry as to system functionality, how to configure a feature, general help.

## **8. PROBLEM REPORT TEMPLATE**

The following information is required when reporting problems:

Reported by:	(name, email address, and phone number)
At Company:	(company name)
Date reported:	(date of initial report)
Software Version No.:	(e.g. SecurVantage Studio version 4.3, 5.0, 5.1)
Platform exhibiting:	(hardware, OS release, e.g. Dell, WinXP)
Problem:	
Priority:	(rank according to definitions above)
Severity:	(rank according to definitions above)
Comments:	(as much detail as possible regarding symptoms, events surrounding the initial problem identification, any steps taken towards remediation, etc)

## **8. SECURIFY RESPONSE LEVELS**

Securify responds to problem reports in three stages:

**Initial Response:** Acknowledgment of receipt of problem report via electronic mail or and assignment of a case number. If Securify disagrees with or has questions about the priority assigned to the problem, the acknowledgment will note the issue and the priority will be discussed with Customer.

**Secondary Level:** Temporary fix or work-around communicated to Customer via electronic mail or other appropriate means. In the event that the problem could not be reproduced or diagnosed, the response will indicate such and may recommend actions to help in the diagnosis or request additional information.

**Final Level:** Official fix, update, product release, or updated documentation provided. In the event that the problem could not be reproduced or diagnosed, the problem report will remain in an open status with mutual troubleshooting continuing until satisfactory resolution.

**ATTACHMENT 6**

**FY06 ACT Fee Transmittal Letters**

**[FOR AF]**

(COMPANY NAME)

(Date)

MEMORANDUM FOR DEFENSE FINANCE and ACCCOUNTING SERVICE\*  
DFAS-DE/ATDT/DEDE  
(Attn: Mr. Daniel Medina)  
6760 East Irvington Place  
Denver, CO 80279

FROM: (Company Name)  
(Street Address)  
(City, State and Zip Code)

SUBJECT: Collection of Checks for ESI SW – FY06 (CPEA00)

1. This transmittal letter is to be used in lieu of a cash collection voucher (DD Form 1131).
2. Line of accounting to collect this check into is as follows:  
5763400 306 47AZ 4KABE0 04 592RR 72806F 16 667100  
FSR: 001002          PSR: 076202          DSR: 075608  
MORD: F2XTKK5287M006
3. Direct questions to (Company POC, Phone Number).

(Signature)

1 Atch: Check # -----

Note: Also provide a copy of the check and transmittal letter sent to DFAS, Denver to the following address:

HQ OSSG/KAU  
Business Support Branch  
501 East Moore Drive  
MAFB-Gunter Annex, AL 36114-3014

Mail, fax, or email is an acceptable means for forwarding copies to HQ OSSG/KAU. Fax number is: (334) 416-7795

Email address is: [ITServices.bpa@gunter.af.mil](mailto:ITServices.bpa@gunter.af.mil)

\* If sent by FedEx, UPS or Other Alternate delivery:  
DEFENSE FINANCE and ACCOUNTING SERVICE  
DFAS-DE/ATDT/DEDE  
6760 East Irvington Place  
Denver Colorado 80279

**[FOR ARMY]**

Date:

MEMORANDUM FOR Army Small Computer Program  
PEO Enterprise Information Systems  
Assistant Project Manager, Army Small Computer Program  
SFAE-PS-EI-SCP (Attn: Financial Support Group)  
Fort Monmouth, NJ 07703-5605

From: (Company name)  
(POC for this transaction)  
(Street Address)  
(City, State, and Zip Code)

SUBJECT: Collection of Checks for (name of company and BPA/contract Number) - FY05-06, etc.

1. Collection of the check will include the following:
  - a. Please make check payable to United States Treasury
  - b. Mail original check to address below:

PEO Enterprise Information Systems  
Assist Project Manager, Army Small Computer Program  
SFAE-PS-EI-SCP (Attn: Financial Support Group)  
Fort Monmouth, NJ 07703-5605
2. Direct questions to: Margie Kirsch, (732) 427-6613
3. Provide copies of this letter and check to:  
[AMSEL-dsa-scp-CR@mail1.monmouth.army.mil](mailto:AMSEL-dsa-scp-CR@mail1.monmouth.army.mil)